

A RESOLUTION AUTHORIZING THE MAYOR AND THE SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH R. C. MILLER FOR WASTE DISPOSAL SERVICES AND DECLARING AN EMERGENCY

WHEREAS, this Village has previously entered into an agreement with Dispos-All Waste Systems for waste pick-up within the Village; and

WHEREAS, effective June 1, 1992, R. C. Miller of Canton, Ohio purchased the Dispos-All Waste Systems company; and

WHEREAS, this Council wishes to authorize an agreement with R. C. Miller Company on an emergency pursuant to Section 735.051.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Service Director be, and they hereby are, authorized and directed to enter into an Agreement with the R. C. Miller Company for waste collection services within the Village, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference, pursuant to Section 735.051 of the Ohio Revised Code.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that the agreement is immediately necessary to provide waste collection services for the residents of the Village of Richfield; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: September 15, 1992

[Signature]  
President of Council

ATTEST:  
[Signature]  
Clerk of Council

[Signature]  
Mayor

Dated: 9/15/92

STANDARD CONTRACT

This contract and agreement made and entered into this 4th day of August, 19 92 by and between the VILLAGE OF RICHFIELD hereinafter known as the Client and R. C. Miller Refuse Service Inc. hereinafter known as the Supplier/Contractor.

WITNESSETH

That the Supplier/Contractor, for and in consideration of the sum of \_\_\_\_\_ \* see below \_\_\_\_\_ to be paid as hereinafter set forth, agrees to supply the following materials.

SPECIFICATIONS

For Refuse Collection Services pursuant to Resolution ~~50-1991~~ <sup>41-1992</sup>, Bid opening November 1, 1991.

- PROPOSAL #1 Rubbish Disposal Curbside weekly with re-cycle drop off containers at Town Hall. Service to begin January 1, 1992 and continue until the Village of Richfield elects to begin services per Proposal #2A
- PROPOSAL #2A Annually \$117,936.00 = Monthly \$9,828.00 Rubbish Disposal curbside weekly with curbside recycle bi-weekly Annually \$131,040.00 = Monthly \$10,920.00

Service per proposal #2A to begin when advised by the Village of Richfield.

The Village of Richfield reserves the option of renewing the agreement for proposal #2A for years 1993 at an annual cost of \$137,664.00 and 1994 at an annual cost of \$144,228.00. The Village of Richfield reserves the option to have the supplier/contractor bill the residents directly on a month to month basis for those services as opposed to billing the Village. The Village of Richfield reserves the right to cancel the complete contract by giving thirty (30) day notice at the end of the first year and second year.

We hereby certify that pursuant to the authority conferred, the Village of Richfield, on the \_\_\_\_\_ 4th day of \_\_\_\_\_ August, 19 92, duly approved the foregoing contract and directed the Mayor and Director of Finance to enter into the said contract on behalf of the Village of Richfield, Ohio.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Supplier

\_\_\_\_\_  
Director of Finance

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that the money for the payment of the foregoing obligation has been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of the appropriate fund free from any previous encumbrances.

\_\_\_\_\_  
Director of Finance

STANDARD CONTRACT

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WITNESSETH

That the Supplier/Contractor, for and in consideration of the sum of \_\_\_\_\_ to be paid as hereinafter set forth, agrees to supply the following materials. \* see below \_\_\_\_\_

SPECIFICATIONS

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Mayor  
\_\_\_\_\_  
Director of Finance

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\_\_\_\_\_  
Director of Finance